

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANNA RITA ANGIOLELLI,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

No. 23-cv-15333

Judge John F. Kness

FINAL JUDGMENT ORDER

IT IS ORDERED THAT judgment is entered in favor of Plaintiff ANNA RITA ANGIOLELLI (“Angiolelli” or “Plaintiff”) and against all Defendants identified in the attached First Amended Schedule A who have not otherwise been dismissed from this action (the “Defaulting Defendants”).

Defaulting Defendants have sold products using infringing versions of Angiolelli’s federally registered copyrights, which are protected by United States Copyright Registration Nos. VA 2-352-266 and VA 2-352-267 (the “Anna Rita Angiolelli Works”) to residents of Illinois. Defaulting Defendants are liable for willful federal copyright infringement (*see* 17 U.S.C. § 504).

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:

a. using the Anna Rita Angiolelli Works or any reproductions, infringing

copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Anna Rita Angiolelli product or not authorized by Angiolelli to be sold in connection with the Anna Rita Angiolelli Works;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Anna Rita Angiolelli product or any other product produced by Angiolelli, that is not Angiolelli's or not produced under the authorization, control, or supervision of Angiolelli and approved by Angiolelli for sale under the Anna Rita Angiolelli Works;

c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Angiolelli, or are sponsored by, approved by, or otherwise connected with Angiolelli; and

d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Angiolelli, nor authorized by Angiolelli to be sold or offered for sale, and which bear any of Angiolelli's copyrights, including the Anna Rita Angiolelli Works, or any reproductions, infringing copies or colorable imitations.

2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platform such as Amazon Payments, Inc. ("Amazon"), Walmart Inc. ("Walmart"), eBay, Inc. ("eBay"), PayPal, Inc. ("PayPal"), and Alipay US, Inc. and its related companies and affiliates ("Alipay") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Defendant Internet Stores, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell infringing goods using the Anna Rita Angiolelli Works; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the Anna Rita Angiolelli Works or any reproductions, infringing copies or colorable imitations thereof that is not a genuine Anna Rita Angiolelli product or not authorized by Angiolelli to be sold in connection with the Anna Rita Angiolelli Works.

3. Upon Angiolelli's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the Anna Rita Angiolelli Works.

4. Under 17 U.S.C. § 504(c)(2), Angiolelli is awarded statutory damages from each of the Defaulting Defendants in the amount of fifty thousand dollars (\$50,000) for willful use of infringing Anna Rita Angiolelli Works on products sold through at least the Defendant Internet Stores.

5. Any Third Party Providers holding funds for Defaulting Defendants, including Amazon, Walmart, eBay, PayPal, and Alipay shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as Amazon, Walmart, eBay, PayPal, and Alipay are hereby released to Angiolelli as partial payment of the above-identified damages, and Third Party Providers, including Amazon, Walmart, eBay, PayPal, and Alipay are ordered to release to Angiolelli the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

7. Until Angiolelli has recovered full payment of monies owed to Plaintiff by any Defaulting Defendant, Angiolelli shall have the ongoing authority to commence supplemental proceedings under Rule 69 of the Federal Rules of Civil Procedure.

8. In the event that Angiolelli identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Angiolelli may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Anna Rita Angiolelli and any e-mail addresses provided for Defaulting Defendants by third parties.

9. The ten thousand U.S. dollar (\$10,000) surety bond posted by Angiolelli is hereby released to Angiolelli or Plaintiff's counsel, Keith Vogt, Ltd., 33 W Jackson Blvd, #2W, Chicago, Illinois, 60604. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Angiolelli or Plaintiff's counsel.

This is a Final Judgment.

SO ORDERED in No. 23-cv-15333.

Date: March 27, 2024



JOHN F. KNESS
United States District Judge

First Amended Schedule A

No.	Defendants
1	DSFSFSREERE345353SDFDF
2	
3	CHEN LONG DE
4	lylinghaibao
5	xiaojiexinshangmaoyouxiangongsi
6	
7	yangppposter
8	junfeng art
9	guangzhoufenzhishangmao
10	guangzhoushizhizhidianzishangwuzhongxin
11	liuyunzhutinsigndian
12	anqingshenqiangshangmaoyouxiangongsi
13	LUSandy
14	huangqiuxiayishu
15	zhengxinjinyishuhaibao
16	Huang Jianyu Art
17	suizhoushizengduquhuanmiaokangbaihuoshangmao
18	SU GUO SHUI
19	HE YUN BIN
20	binbinl
21	guoliqingongyipinyishu
22	zhengaizhenhaibao
23	Lsocmose
24	衡芹贸易有限公司
25	Liuyang Lujinfu E-commerce Co., Ltd
26	ZYXYGS
27	HanJiangQuQiuLuZhenZhangZhiTaoGongYiPinShangHang
28	BaiShaZhenZhangChunXiangGongYiPinShangHang
29	huiyitingcanbaihuodian
30	huimaizhenpindi
31	WZD Store
32	KmoMUS
33	XinLuoQuKaAngJiaJuDian
34	Jane Austen%
35	chenzebinhaibao
36	ZhiQiongUs
37	杜璧贸易有限公司
38	polwer
39	襄阳市冷炉禾商贸有限公司

40	henanhuangangwangluokejiyouxiangongsi
41	DFDGBD
42	baoiwei
43	zhanglimaoyiyouxiangongsi
44	dongyijunshangmaoyouxiangongsi
45	WANGQINGHAI
46	Cwei art haibao
47	chenchangshan666
48	LZShuihua
49	fangjmyishu
50	HeyM Co.Ltd
51	
52	MMolecule
53	
54	LohomeoK
55	
56	Yutaosen
57	TOY-YOT
58	New Technic Toys
59	
60	
61	
62	
63	Ever Moment Official Store
64	Hi Fun Supplies Store
65	
66	Self-Adhesive Wallpaper Store
67	
68	Marine Garden Gallery
69	
70	Jacky Gallery Art
71	Laixiaoli mosaic painting Store
72	Thomas Kinkade Art Gallery
73	XIADARART . Store
74	DRIPPING Store
75	RUOPOTY Official Store
76	ZOOYA Official Store
77	Artcraft Painting Store
78	yiwu D-I-Y diamonds painting Store
79	
80	comfortable decor Store
81	Cute Pet Diamand Painting Store
82	Ying Bo Diamond Painting Official Store
83	

84	aweestyle
85	DIY Paintings Store